EXHIBIT C

Nextel and LM&B, on behalf of itself and the Claimants, hereby enter into this Amendment No. 1 to the Dispute Resolution and Settlement Agreement ("Amendment No. 1"):

- All terms herein shall have the same meaning as they have in the Agreement.
- Except as specifically provided for in paragraph 3 herein, this A mendment does not elter the Agreement or waive any terms or provisions of the Agreement, including all confidentiality provisions therein.
- For the limited purpose of seeking to obtain administrative approval of the withdrawal of all Agency Complaints filed by or on behalf of any of the Claimants who are listed on Schedule 1 of the Agreement, LM&B may send to the EEOC and the state and local agencies letters in the forms annexed hereto, notwithstanding the provisions of paragraph 4 of the Agreement. LM&B shall request that the EEOC and the state and local agencies keep confidential such letters and the information contained therein, and shall take all steps necessary in order to seek to have such letters and the information contained therein kept confidential by the EEOC and the state and local agencies.

Dated: September 28, 2000

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Leeds Morelli & Brown One Old Country Road, Suite 347 Carle Place, New York 11514

On behalf of itself and the Claimants

Dated: September 28, 2000

NEXTEL COMMUNICATIONS, INC.

Simpson Thather & Bartlett

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New York, New York 10017

101 Park Avenue

New York, New York 10178

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